



Board of Education

Thursday, July 28, 2011, 5:00 PM

Adams Leadership Center, Winborn Conference Room

- |       |  |         |
|-------|--|---------|
| I.    | Call to Order, Susan Heil, President   | I-1     |
| II.   | Pledge of Allegiance   | II-1    |
| III.  | Roll Call of Members   | III-1   |
| IV.   | Recognition of People, Events, & Programs  | IV-1    |
| V.    | Citizen Participation  | V-1     |
| VI.   | Consent Agenda   |         |
|       | A. Reading of the Minutes  | VI-A1   |
|       | B. Certified Staff Changes   | VI-B1   |
|       | C. Classified Staff Changes  | VI-C1   |
|       | D. Student Transfers   | VI-D1   |
|       | E. Special Education Agreements  | VI-E1   |
|       | <i>*Any item shall be removed from the consent items section at the request of one board member.</i> |         |
| VII.  | Action Items   |         |
|       | A. Utility Easement – David Tate   | VII-A1  |
|       | B. Bond Ratification – Lisa Morstad  | VII-B1  |
| VIII. | Information Items  |         |
|       | A. Key Work of School Board Study: Accountability – Bryn Bagwell                                     | VIII-A1 |
|       | B. FHS Graduation Requirements – Steve Jacoby  | VIII-B1 |
|       | C. FHS Honors & High Honor Graduation Requirements – Steve Jacoby                                    | VIII-C1 |
|       | D. Naming Policy – Rudy Moore, Jr.   | VIII-D1 |
|       | E. Happy Hollow Update – Vicki Thomas  | VIII-E1 |
|       | F. FHS Update – Vicki Thomas   | VIII-F1 |
| IX.   | Adjournment  | IX-1    |

**If you wish to speak during citizen participation or an action item report, please observe the following:**

1. Avoid references, statements or conduct reasonably likely to result in disruption or undue delay in the orderly transaction of the business scheduled for consideration by the Board.
2. Avoid personal attacks of any identified individual or group.
3. Refrain from cumulative or repetitive remarks.
4. Refrain from obscenity, vulgarity or other breach of respect.
5. Refrain from words or statements which, from their usual construction and common acceptance, are construed as insults and tend to breach the peace.
6. Comply with the time limits for public comment (5 minutes for citizen participation; 3 minutes for action item.)



July 28, 2011

## **I. Call to Order**

## **II. Pledge of Allegiance**

## **III. Roll Call**

Susan Heil, President  
Tim Hudson, Vice President  
Jim Halsell, Secretary  
Bryn Bagwell, Member  
Justin Eichmann, Member  
Steve Percival, Member  
Becky Purcell, Member



July 28, 2011

#### **IV. Recognition of People, Events and Programs**

#### **V. Citizen Participation**

#### **VI. Consent Agenda**

Reading of the Minutes  
Certified Staff Changes  
Support Staff Changes  
Student Transfers  
Special Education Agreements



Minutes of the June 23, 2011 Regular Meeting of the  
Fayetteville Board of Education

The meeting convened at 5:00pm in the Adams Leadership Center with President Susan Heil presiding. The Pledge of Allegiance was led by students from Woodland Junior High School.

**Roll Call**

The roll was called and board members Jim Halsell, Tim Hudson, Susan Heil, Justin Eichmann, Bryn Bagwell and Becky Purcell were present.

**Recognition**

Fayetteville High School track coach Drew Yoakum received a Recognition of Outstanding Achievement Award for being named one of thirteen regional track coaches of the year by Gill Athletics.

Fayetteville High School seniors Christopher Marrin and Elle Ternes received Recognition of Outstanding Achievement Awards for winning first place in directing and screenwriting in the 2011 AETN Student Selects Video Showcase.

The Fayetteville School District received a Golden Achievement Award from the National School Public Relations Association for "Project Millage 2010," the district's communication plan for the 2010 millage election.

Holly Johnson was introduced as the new executive director of the Fayetteville Public Education Foundation.

**Consent Agenda**

The Board approved the consent agenda by a 6-0 vote. Tim Hudson made the motion, which was seconded by Jim Halsell.

**Policy 4202 (Computer/Network Use) Revisions**

The Board voted 6-0 to approve the revisions to Policy 4202 (Computer/Network Use). Tim Hudson made the motion, which was seconded by Becky Purcell.

**Revisions to Policies 5.17 (Discipline) & 5.41 (Smart Core Curriculum & Graduation Requirements)**

The Board voted 6-0 to approve the revisions to Policy 5.17 (Discipline). Becky Purcell made the motion, which was seconded by Justin Eichmann.

The Board voted 6-0 to approve the revisions to Policy 5.41 (Smart Core Curriculum & Graduation Requirements for the Graduating Class of 2014 and Beyond). Becky Purcell made the motion, which was seconded by Jim Halsell.



### **Elementary & Secondary Handbooks**

The Board voted 6-0 to approve the 2011-12 elementary and secondary handbooks. Tom Triplett reported that all revised policies are included in the handbooks. The elementary schools use only the handbook, while the secondary schools also use their building handbook.

### **2012-13 District & CLC Calendar**

The Board voted 6-0 to approve Calendar B as the 2012-13 district calendar. Becky Purcell made the motion, which was seconded by Jim Halsell.

The Board voted 6-0 to approve Calendar B as the 2012-13 continuous learning calendar. Tim Hudson made the motion, which was seconded by Jim Halsell.

### **Food Service Price Equity Proposal**

The Board voted 6-0 to raise the price of school meals by ten cents. Jim Halsell made the motion, which was seconded by Bryn Bagwell. Adam Simmons, food service director, noted that a five cent increase is mandatory as part of the “Equity in School Lunch Pricing” provision of the Healthy, Hunger-Free Kids Act of 2010. The additional five cents will cover the increased cost of food, labor and equipment replacement.

### **New Policies 4556 (Classified Personnel Assignments) & 4555 (Assignment of Teacher Aides)**

The Board voted 6-0 to approve new Policy 4556 (Classified Personnel Assignments). Becky Purcell made the motion, which was seconded by Tim Hudson.

The Board voted 6-0 to approve new policy 4555 (Assignment of Teacher Aides). Jim Halsell made the motion, which was seconded by Becky Purcell.

Greg Mones, human resources director, noted that both policies are required due to state statutes.

### **Stipend Revisions**

The Board voted 6-0 to approve revisions to the stipend schedule (Policy 4141.2). Jim Halsell made the motion, which was seconded by Becky Purcell.

### **Benefits RFP**

The Board voted 6-0 to approve the benefit committee’s recommendation to stay with Alexander & Company as the district’s benefit provider. Jim Halsell made the motion, which was seconded by Bryn Bagwell.

### **Compensation Study for Classified Staff**

The Board voted 6-0 to approve the changes to the classified employee compensation plan as presented by the Johanson Group. Greg Mones noted that the new pay structure will begin in 2012-13. Becky Purcell made the motion, which was seconded by Bryn Bagwell.

### **Bus Bids**

The Board voted 6-0 to approve the purchase of two 71-passenger route school buses from Diamond State Bus Company, which submitted the lowest bid. Bryn Bagwell made the motion, which was seconded by Becky Purcell.



### **2011-12 District Budget**

The Board voted 6-0 to approve the 2011-12 district operating and capital budgets. Tim Hudson made the motion, which was approved by Jim Halsell.

The Board voted 6-0 to approve the FY13 proposed budget of expenditures. Becky Purcell made the motion, which was seconded by Jim Halsell.

### **Resolution Authorizing 2<sup>nd</sup> Lien Construction Bonds**

The Board voted 6-0 to authorize the district to proceed with the issuance of \$8.4 million in 2<sup>nd</sup> lien construction bonds to fund capital projects in the district. Jim Halsell made the motion, which was seconded by Justin Eichmann.

### **Reimbursement Resolution**

The Board voted 6-0 to approve the reimbursement resolution to allow the district to reimburse itself from the bond proceeds for any expenses incurred for capital projects between now and the time the bonds are issued. Jim Halsell made the motion, which was seconded by Bryn Bagwell.

### ***Key Work of School Boards Study***

Board member Susan Heil presented the third of eight presentations by board members on *The Key Work of School Boards*. Ms. Heil discussed the types, history and alignment of assessment in the district. She also reported on the changes in assessment that will take place in the future.

### **Happy Hollow Status Report**

Kent Doughty from Nabholz reported that final inspections for a certificate of occupancy at Happy Hollow will be done next week. Landscaping has started and work on sidewalks is complete. All work has been done within the GMP.

### **FHS Timeline**

Phil Jones from Nabholz reported on the construction progress at Fayetteville High School. Structural steel work has begun in the southeast quad and the southwest pad is complete. An update on the design development will be provided in four to six weeks.

### **Adjournment**

The meeting was adjourned at 7:00pm.

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Susan W. Heil, President

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Jim Halsell, Secretary



July 28, 2011

## B. Certified Staff Changes

TO: Board of Education

FROM: Vicki Thomas, Superintendent

I recommend approval of the following personnel actions:

### **Provisional Employment**<sup>1</sup>

<i>Name</i>	<i>Position &amp; Assignment</i>	<i>Replacement/New</i>	<i>Period</i>
Scottye Allen <sup>3</sup>	Teacher/Butterfield	Replacement	11/12
Martha Sandven <sup>4,11</sup>	Teacher/McNair	Replacement	11/12
Molly Carman <sup>4</sup>	Teacher/FHS	Replacement	11/12
Brittney Spurlock <sup>4,8,2</sup>	Teacher/Butterfield	New	11/12
Shaina Hill <sup>4,8</sup>	Teacher/Root	Replacement	11/12
Lauren Heil <sup>4,11</sup>	Teacher/McNair	Replacement	11/12
Nicole Head <sup>3</sup>	Teacher/McNair	Replacement	11/12
Seneca Lassiter <sup>3,11</sup>	Teacher/Ramay	Replacement	11/12
Kelli Doss <sup>3</sup>	Teacher/Woodland/FHS	Replacement	11/12
Renee Maley <sup>4,8</sup>	Teacher/Ramay	Replacement	11/12
Leslie Roye <sup>3</sup>	Teacher/Woodland	Replacement	11/12
Billy Maxey <sup>2,3</sup>	Teacher/Owl Creek	New	11/12
Colbi Gossage <sup>3</sup>	Teacher/FHS	New	11/12
Randall Dickerson <sup>4,8</sup>	Teacher/FHS	New	11/12
Ryan Gorman <sup>4,8</sup>	Teacher/Ramay	Replacement	11/12
Terra Ogle <sup>3</sup>	Teacher/Washington	Replacement	11/12
Petra Jong Dawson <sup>4,8</sup>	Teacher/Washington	Replacement	11/12
Lori Kennett <sup>4,8</sup>	Teacher/Holt	New	11/12
Leighanna Rickman <sup>4,8</sup>	Teacher/Woodland	New	11/12
Laura West <sup>4,8</sup>	Teacher/Owl Creek	Replacement	11/12
Spencer Lamb <sup>4</sup>	Teacher/Root	Replacement	11/12
Daryl Anderson <sup>4,8</sup>	Teacher/Leverett	Replacement	11/12
Eric Arrington <sup>3</sup>	Teacher/Leverett	New	11/12
Suzette Noble <sup>3</sup>	Teacher/District	New	11/12
Casey Dolan <sup>4</sup>	Teacher/Holcomb	Replacement	11/12
Cynthia Ammons <sup>2,4,11</sup>	Teacher/Woodland	Replacement	11/12
Leslie Hall <sup>4,8,12</sup>	Speech Language		
	Pathologist/Vandergriff	Replacement	11/12
Joey Newman <sup>4</sup>	Teacher/Woodland	Replacement	11/12

### **Employment – Transfers, Changes**

<i>Name</i>	<i>Position &amp; Assignment</i>	<i>Replacement/ New Position</i>	<i>Period</i>
Jason Edwards	Teacher/Vandergriff	New	11/12
Zack Yockey	Teacher/Ramay	Replacement	11/12
Elizabeth Caudle	Teacher/Ramay	Replacement	11/12
Angie Ellington	Instructional Facilitator/		



*The fine art of education.*

	Holcomb	Replacement	11/12
Jennifer Hierholzer	Teacher/Woodland	Replacement	11/12
Carol Koenig	Teacher/FHS	Replacement	11/12
Brittany Scism	Teacher/Holcomb	Replacement	11/12
Staci Vest	Teacher/Vandergriff	Replacement	11/12
Zack Yockey	Teacher/Ramay	Replacement	11/12
Deanna Medlock	Teacher/FHS	Replacement	11/12

### **Resignation**

<i>Name</i>	<i>Position &amp; Assignment</i>	
Pam Skipper	Teacher/Holt	11/12
Jill Simpson	Assistant Director Special Service	11/12
Jill Goodwin	Speech Language Pathologist	11/12
Bobbi Johnson	Teacher/St. Joseph	11/12
Tommy Stout	Teacher/Woodland	11/12

### **Contract Renewals**

<i>Name</i>	<i>Period</i>
Stephen B. Sanders	11/12
Maranda Seawood	11/12
David Luke Adams	11/12
Lindsey Cloutier	11/12
Amber Ebbrecht	11/12
Whitney Johnston (.50FTE)	11/12
Catherine Paul	11/12
Nathan Strayhorn	11/12

<sup>1</sup>Pending Completion of a criminal background check and receipt of eligibility information from the Department of Education

<sup>2</sup>One year only

<sup>3</sup>Year 1 of 1 year new hire probationary period

<sup>4</sup>Year 1 of 3 year new hire probationary period

<sup>5</sup>Year 2 of 3 year new hire probationary period

<sup>6</sup>Year 3 of 3 year new hire probationary period

<sup>7</sup>Per policy 4150

<sup>8</sup>Contingent upon receipt of Arkansas Teaching Licensure

<sup>9</sup>One year contract contingent on grant funding

<sup>10</sup>Contingent upon acceptance in ALP program

<sup>11</sup>Contract contingent upon waiver approval

<sup>12</sup>Contingent upon receipt of ABESBA License

<sup>13</sup>Contingent upon receipt of Medicaid Billing #.





July 28, 2011

TO: Board of Education

FROM: Vicki Thomas, Superintendent

I recommend approval of the following personnel actions:

### Classified Staff Changes

#### Provisional Employment<sup>1,2</sup>

<i>Name</i>	<i>Position &amp; Assignment</i>	<i>Replacement/New</i>	<i>Period</i>
Gena Whittenburg	Lunchroom Aide/McNair	Replacement	11/12
Elsa Garcia	Custodian/District	Replacement	11/12
James Blood	Custodian/District	Replacement	11/12
Jolene Jennings <sup>4</sup>	Lunchroom/Title I Aide/Holcomb	Replacement	11/12
Michael Ball	Bus Driver/Transportation	Replacement	11/12

#### Employment – Transfers, Changes

<i>Name</i>	<i>Position &amp; Assignment</i>	<i>Replacement/ New Position</i>	<i>Period</i>
Danielle Hudson	Admin Asst./Ramay	Replacement	11/12
Lauren Frost	Counseling Asst./Ramay	Replacement	11/12
Jamie Lara	Food Service Asst. Mgr/FHS	New	11/12
Jennifer Dahler	Kindergarten/Guided Literacy Aide	Replacement	11/12
Lloyd Rash	Transportation Aide/Transportation	New	11/12
Paula Jones	Tech. Integration Spec./Butterfield	New	11/12
Mary Alice Mixon	Administrative Assistant/Admin Annex	Replacement	11/12
Kim Fischer	Special Ed Aide/Holcomb	Replacement	11/12
Jan Williams	Title I Aide/Happy Hollow	Replacement	11/12
Lisa Nickell	Admin Assistant/Admin Annex	Replacement	11/12

#### Resignations

<i>Name</i>	<i>Position &amp; Assignment</i>
Amy Burgireno	Sign Language Interpreter/Owl Creek
Lara Garza	Special Ed Aide/Washington
Corrine Moore	Title I Interventionist/Asbell
Aaron French	Special Ed Aide/McNair
Tia King	Clerical Assistant/FHS
Cheryl Craig	Custodian/Woodland

#### Contract Renewal

<i>Name</i>	<i>Position &amp; Assignment</i>
Alan Rankin	Special Ed Aide/FHS
Ella Quinn	Special Ed Aide/FHS
James Scarbrough	Bus Driver/Transportation
Michael Macaulay	Data Warehouse Report Developer/FHS
Shelley McGehee	Custodian/District



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Susan Farmer  
Harrison Hunt  
Robert Johnson III  
Sheila Logan  
Lisa Montes  
Jason Porter  
Georgia Smith  
D. Grant Stewart

PE Aide/Vandergriff  
PE Aide/Holt  
PE Aide/Owl Creek  
PE Aide/Holcomb  
PE Aide/Holt  
PE Aide/Holcomb  
PE Aide/Butterfield  
PE Aide/McNair

<sup>1</sup> Pending completion of a criminal background check and receipt of eligibility information from the Department of Education

<sup>2</sup> One Year Probationary Period

<sup>3</sup> Based on Student Count

<sup>4</sup> Grant Funded

<sup>5</sup> One Year Only

<sup>6</sup> Contract for the remainder of 10/11

<sup>7</sup> Per Policy 4243



July 28, 2011

## **Consent Agenda**

### **D. Student Transfers**

TO: Board of Education  
FROM: Vicki Thomas

I recommend approval of the following student transfer requests:

#### ***Incoming:***

Donavon Smith requests that his child, Raynie D. Smith, kindergarten, be transferred from the Farmington School District to the Fayetteville School District.

#### ***Outgoing:***

Alicia Simmons requests that her child, Lilliann Wages, kindergarten, be transferred from the Fayetteville School District to the Elkins School District.

Aleisha Reynolds requests that her child, Paris Olivia Reynolds, grade 2, be transferred from the Fayetteville School District to the Farmington School District.

Jerilyn Kennemer requests that her child, Jake Mehlburger, kindergarten, be transferred from the Fayetteville School District to the Farmington School District.

Georgia Smith requests that her child, Forrest W. Fultz, grade 11, be transferred from the Fayetteville School District to the Elkins School District.

Michelle L. Statler requests that her child, Alyssa N. Statler, grade 9, be transferred from the Fayetteville School District to the Elkins School District.

Sarah Ward requests that her child, Nathan Ward, grade 10, be transferred from the Fayetteville School District to the Elkins School District.

April Talley requests that her child, Tye Talley, kindergarten, be transferred from the Fayetteville School District to the Farmington School District.

Scot Hendren requests that his child, Brianna J. Hendren, grade 10, be transferred from the Fayetteville School District to the Farmington School District.



Judy Ngo requests that her child, Miranda M. Wise, grade 10, be transferred from the Fayetteville School District to the Farmington School District.

Kristy Shoffit requests that her children, Dalton G. Shoffit, grade 7, and Evan K. Shoffit, grade 4, be transferred from the Fayetteville School District to the Farmington School District.

Jessica Hunt requests that her child, Jesse Johnson, kindergarten, be transferred from the Fayetteville School District to the Greenland School District.

Shawna Mayfield requests that her children, Halle Cummings, grade 2, and Mack Dominquez, kindergarten, be transferred from the Fayetteville School District to the Springdale School District.

# **FAYETTEVILLE PUBLIC SCHOOLS**

Fayetteville, Arkansas  
Professional Services Contract  
2011-2012

## **I. Date, Parties**

This agreement is entered into for the 2011-2012 school year between Fayetteville School District, No. 1, Fayetteville, Arkansas, and Behavior Therapy and Counseling Clinic.

## **II. Description of Services to be Provided and Compensation**

### **A. Psychoeducational Assessments**

1. As psychoeducational assessments conferences related to psychoeducational assessments are not a reimbursable expense under Medicaid, this section applies to all student psychoeducational assessments regardless of Medicaid eligibility.
2. Psychoeducational assessments and related conference attendance will be provided by Behavior Therapy and Counseling Clinic at a cost of \$67.00 per hour.

### **B. Consultations**

#### **1. Medicaid Eligible Students**

- a). It is understood between the parties that this section will be null and void should Medicaid rules and regulations change sufficiently to preclude direct on-site services delivered by psychologists.
- b). On-site consultations will be provided for Medicaid eligible students as long as each criteria listed below is met:
  - 1). The school requesting the consultation is a valid Medicaid provider;
  - 2). The consulting psychologist is a valid Medicaid provider;
  - 3). The student is identified under the IDEA and has a current IEP;
  - 4). The student's Interdisciplinary Team has identified psychological services as a related service in the student's IEP.
- c). Costs for on-site consultations will be billed to Medicaid by Behavior Therapy and Counseling Clinic following current Medicaid guidelines.

2. On-site consultations for students who are not eligible for Medicaid or do not meet the requirement under Section B.1.b), above will be provided by Behavior Therapy and Counseling Clinic at a cost of \$67.00 per hour.

### III. **Implementation of Services**

The specific determination of how the contract will be filled is dependent upon the needs of the Fayetteville School District.

\_\_\_\_\_  
Fayetteville Public Schools

\_\_\_\_\_  
Jack Marr, Ph.D., Director  
Behavior Therapy and Counseling Clinic

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FAYETTEVILLE PUBLIC SCHOOLS  
FAYETTEVILLE, ARKANSAS  
PROFESSIONAL SERVICES AGREEMENT  
2011-2012

**I.** This agreement is entered into for the 2011-2012 school year between Fayetteville Public Schools, Fayetteville, Arkansas and Assistive and Communication Technology Now (Act Now) Consultative Services, a department of the University of Arkansas Speech Clinic.

**II.** Description of Services:

Diagnostic evaluations for the purposes of assessing students for the need for augmentative and/or alternative communication needs.

**III.** Implementation of Agreement:

This contract will be for September 1, 2011 through June 30, 2012. The contract will be paid at a fee of \$200. per consultation, upon receipt of an itemized invoice from the University of Arkansas Speech Clinic. The specific determination of how the contract will be filled is dependent upon the needs of the Fayetteville School District.

\_\_\_\_\_  
Fayetteville School Board President

\_\_\_\_\_  
Marilyn McGehee, M.S., CCC-SLP  
Program Director

\_\_\_\_\_  
Fayetteville Superintendent of Schools

\_\_\_\_\_  
Date

FAYETTEVILLE PUBLIC SCHOOLS  
FAYETTEVILLE, ARKANSAS  
PROFESSIONAL SERVICES AGREEMENT  
2011-2012

- I. This agreement is entered into for the 2011-2012 school year between Fayetteville Public Schools, Fayetteville, Arkansas and **Computer Automation Systems, Inc.**
- II. Description of Services to be provided and Financial Arrangement:  
Computer Automation Systems, Inc. will provide for an annual maintenance fee of \$8.00 per student on the latest December 1 Count of 990, the SEASWEB program for use by the Special Education Department. It will provide technical assistance and periodic training for the District teachers and be responsible for maintaining the program to meet State Department of Education regulations.
- III. Implementation of Agreement  
This contract will be for July 1, 2011 through June 30, 2012 with the annual maintenance fee being due in July each year.

\_\_\_\_\_  
Fayetteville School Board President

\_\_\_\_\_  
Computer Automation Systems, Director

\_\_\_\_\_  
Fayetteville Superintendent of Schools

\_\_\_\_\_  
Date



FAYETTEVILLE PUBLIC SCHOOLS  
FAYETTEVILLE, ARKANSAS  
PROFESSIONAL SERVICES AGREEMENT  
2011-2012

I. This agreement is entered into for the 2011-2012 school year between Fayetteville Public Schools, Fayetteville, Arkansas and Youth Bridge, Inc.

II. Description of Services:

Follow-up support/services by counselors and case managers to students served by Youth Bridge, Inc.

III. Implementation of Agreement:

This contract will be for July 1, 2011 through June 30, 2012. There will be no cost associated with this service. The specific determination of how the contract will be filled is dependent upon the needs of the students and Fayetteville School District.

\_\_\_\_\_  
Fayetteville School Board President

\_\_\_\_\_  
Youth Bridge, Program Director

\_\_\_\_\_  
Fayetteville Superintendent of Schools

\_\_\_\_\_  
Date

# FAYETTEVILLE PUBLIC SCHOOLS

Fayetteville, Arkansas  
Professional Services Contract  
2011-2012

## I. Date, Parties

This agreement is entered into for the 2011-2012 school year between Fayetteville School District, No. 1, Fayetteville, Arkansas, and **Mary Ann McIntyre, M.A., CCC-SLP**.

## II. Description of Services to be Provided and Compensation

1. Speech Language evaluations for students with Autism Spectrum Disorders at \$80.00 per hour.
2. Case consultation and supervision will be provided as necessary, at a cost of \$80.00 per hour. (If travel involves more than a 90 minute round trip, rates will be increased to cover the additional cost.)
3. In-service presentations will be provided at a cost of \$150. per hour.
4. Expert witness/legal fees will be negotiated on a case by case basis.

## III. Implementation of Services

Services will be rendered 4 days per month and as needed during the school year. The specific determination of how the contract will be filled is dependent upon the needs of the Fayetteville School District.

\_\_\_\_\_  
Fayetteville Public Schools

\_\_\_\_\_  
Mary Ann McIntyre, M.A, CCC-SLP

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# FAYETTEVILLE PUBLIC SCHOOLS

Fayetteville, Arkansas  
Professional Services Contract  
2011-2012

## I. Date, Parties

This agreement is entered into for the 2011-2012 school year between Fayetteville School District, No. 1, Fayetteville, Arkansas, and **Billy Jones, Ph.D., Licensed Psychologist, employee of Mercy Health System.**

## II. Description of Services to be Provided and Compensation

1. Psychoeducational Evaluations will be provided by Billy Jones, Ph.D., acting as an agent of the Fayetteville School District, at a cost of \$110.00 per documented hour for a maximum of 24 hours per month for ten months **(beginning July 1, 2011 and ending June 30, 2012).**
2. Case consultation and evaluation conferencing will be provided as necessary.

## III. Implementation of Services

The specific determination of how the contract will be filled is dependent upon the needs of the Fayetteville School District.  
**Dr. Jones will provide documentation of services on a monthly basis.**

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Fayetteville Public Schools

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Billy Jones, Ph.D.  
Mercy Health System

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Date

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Date

# **FAYETTEVILLE PUBLIC SCHOOLS**

Fayetteville, Arkansas  
Professional Services Contract  
2011-2012

## **I. Date, Parties**

This agreement is entered into for the 2011-2012 school year between Fayetteville School District, No. 1, Fayetteville, Arkansas, and **Sound Solutions, Inc.**, Fayetteville, Arkansas.

## **II. Description of Services to be Provided and Compensation**

Audiological Services will be provided by Sound Solutions, Inc.  
Procedures and their costs are listed below.

(92557) Audio Comprehensive - \$150.00

(92567) Tympanometry - \$45.00

(92589) Central Auditory Processing - \$150.00

Hearing Aid Check - \$15.00

Real Ear Measurement - \$35.00

(92568) Acoustic reflexes - \$25.00

## **III. Implementation of Services**

The specific determination of how the contract will be filled is dependent upon the needs of the Fayetteville School District.

\_\_\_\_\_  
Fayetteville Public Schools

\_\_\_\_\_  
Sound Solutions, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# FAYETTEVILLE PUBLIC SCHOOL DISTRICT NO. 1

## Fayetteville, Arkansas Professional Services Contract 2011-2012

### I. DATE, PARTIES

This agreement is entered into on August 2011 between the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas for Medical Sciences/Department of Pediatrics (The Department), and the Fayetteville Public Schools.

### II. STATEMENT OF WORK

*Dr. Mary Ann Scott*

The department herein agrees to provide and the Fayetteville Public Schools District, NO 1. Agrees to purchase psychoneurological evaluations by Dr. Mary Ann Scott at a cost of \$120.00 per hour and shall pay the department according to the notes described herein upon receipt of an invoice.

1. Dr. Mary Ann Scott will provide psychoneurological evaluations of which specifics of these services will be dependent upon the needs of the Fayetteville School District. Fayetteville School District will reimburse Dr. Mary Ann Scott \$120.00 per hour upon receipt of an invoice.

*Dr. Linda Young-Shumate*

The department herein agrees to provide and the Fayetteville Public Schools District, NO 1. Agrees to purchase psychiatric and developmental evaluations by Dr. Linda Young-Shumate the charges listed below will be paid to the department according to the notes described herein upon receipt of an invoice.

1. Dr. Linda Young Shumate will provide psychiatric developmental assessments of which specifics of these services will be dependent upon the needs of the Fayetteville School District. Fayetteville School District will reimburse Dr. Linda Young Shumate the charges listed below upon receipt of an invoice.

### III. COMPENSATION

*Dr. Mary Ann Scott*

1. Compensation will be calculated according to the following fee schedule:

Report Writing	\$120./hr.
Interpretation	\$120./hr.
Testing	\$120./hr.
Staffing/Information	\$120./hr.

*Dr. Linda Young Shumate*

2. Compensation will be calculated according to the following fee schedule:

**New Patient** - (seen within 45 days of request) \$180.00

**Off Site Consult** - \$180.00/Hour

(These will be billed in 30 minute of hour increments. Driving time will be included in the calculation.)

<b>Follow up Visits</b> - Low Complex	- 15 minutes	\$52.00
Moderate Complex	- 25 minutes	\$81.60
High Complex	- 40 minutes	\$136.80

<b>Phone Calls</b> - (under 5 minutes)	No charge
(5 - 10 minutes)	\$20.00
(10 - 20 minutes)	\$30.00
(20 - 30 minutes)	\$40.00
(30 - 45 minutes)	\$75.00
(Anything over 45 minutes)	\$100.00

3. Invoices shall be mailed to the following address:  
Fayetteville Public School District No. 1  
Attention: Debra Wilson, Director of Special Education  
P.O. Box 849 - Fayetteville, AR 72702

IV. TERM

The term of this Agreement shall begin on August 1, 2011 and terminate at the end of business day on June 30, 2012.

V. CANCELLATION

Either party may cancel this Agreement by at least (30) days written notice to the other party.

VI. ENTIRE AGREEMENT

This agreement contains the entire Agreement between the parties and supercedes all prior and contemporaneous agreements between parties relating to the subject matter thereof.

VII. AMENDMENTS

No supplement, modification, or amendment of any term or condition of this Agreement shall be binding or enforceable unless executed in writing by parties hereto.

VIII. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the state of Arkansas.

VIII. SIGNATURES

\_\_\_\_\_  
Richard Jacobs, M.D.                      Date  
Professor and Chairman  
Department of Pediatrics

\_\_\_\_\_  
Fayetteville School District      Date  
Board President

\_\_\_\_\_  
Debra Fiser, M.D.                      Date  
Dean, College of Medicine  
University of Arkansas for Medical Science

\_\_\_\_\_  
Fayetteville School District      Date  
Superintendent

\_\_\_\_\_  
Melony Goodhand                      Date  
Vice Chancellor for Finance  
University of Arkansas for Medical Science

\_\_\_\_\_  
Mary Ann Scott, Ph.D.                  Date  
Pediatric Neuropsychologist

\_\_\_\_\_  
Linda Young-Shumate, M.D.              Date  
Child & Adolescent Psychiatrist

**INTERAGENCY AGREEMENT BETWEEN  
ARKANSAS TRANSITION SERVICES  
AND  
FAYETTEVILLE SCHOOL DISTRICT**

This Agreement is set forth to define the relative responsibilities of Arkansas Transition Services and the Fayetteville School District in working together to improve post-school outcomes for students with disabilities. The parties to this Agreement have a common and concurrent interest in students with disabilities transitioning smoothly from high school to adult life and reaching positive post-school outcomes while at the same time being compliant with requirements established by federal and state law and regulations.

**I. Roles and Responsibilities**

A. Arkansas Transition Services agrees to the following:

1. Arkansas Transition Services will provide information on each of the services or trainings available to the school district.
2. Arkansas Transition Services will provide the service or training as requested in a timely manner to the school district.
3. Arkansas Transition Services will provide transition plan file reviews as requested by the school district to ensure compliance.
4. Arkansas Transition Services will notify the school district of any transition-related statewide trainings offered.
5. Arkansas Transition Services will follow up with the school district to confirm adequate training was provided and to collect any necessary post-training data.
6. Arkansas Transition Services will provide technical assistance and follow-up to the school district as necessary in the implementation of practices or curricula previously trained on.
7. Arkansas Transition Services will communicate regularly with the school district regarding transition issues.
8. Arkansas Transition Services will work with the school district to provide customized trainings (e.g. staff retreat), in addition to the listed trainings, when requested by school district.
9. Arkansas Transition Services will provide a written report with any recommendations to school district when a consultation has been provided.
10. Arkansas Transition Services will maintain a useful and up to date website.

B. The school district agrees to the following:

1. The school district will maintain procedures necessary to ensure timely requests and scheduling of trainings and services from the regional transition consultant.
2. The school district will ensure training attendees provide post-training data and follow-up information as requested by the regional transition consultant or transition coordinator.
3. The school district will ensure accurate and up-to-date email addresses are provided for relevant special education staff.
4. The school district will acknowledge its lead role in providing transition services for its students with disabilities with an active IEP of transition age.
5. The school district will carry out all required transition planning provisions mandated by IDEA (2004) and state regulations, for each eligible student with identified disabilities.
6. The school district will ensure regular staff development regarding transition requirements as needed, particularly for new personnel.

**II. Confidentiality**

Arkansas Transition Services and the school district both agree to safeguard the use and disclosure of information pertaining to current or former students with disabilities, and to comply with all state and federal laws pertaining to confidentiality of all student records.

**III. Agreement Effective Date, Termination, and Changes**

- A. This 2011 Agreement will be in effect from the date the district signs the agreement until terminated as described in paragraph IIIB. Unless the agreement terms change, it will not be necessary to sign an agreement each year.
- B. This Agreement is effective upon signature by both parties and may be terminated by either party with thirty (30) days written notification to the other party.
- C. Any amendment to this Agreement must be in writing and must be signed by both parties.

Bonnie Beazley

Arkansas Transition Services, State Coordinator

\_\_\_\_\_  
Authorized Fayetteville School District Representative

7/1/2011

Date

\_\_\_\_\_  
Date



Easter Seals Arkansas  
Technology and Curriculum Access Center  
3920 Woodland Heights Road  
Little Rock, AR 72212  
Phone- (501) 227-3611  
Fax- (501) 227-3601

## **TCC Evaluation and Consultation Service Agreement**

The following evaluation and consultation services are available through the Easter Seals Arkansas Technology and Curriculum Access Center (TCC). Please check the box to indicate the service requested, and complete all required information. This agreement must be signed by staff authorized to secure and pay for services received by

Fayetteville School District (name of school/agency).

### **CONSULTATIONS:**

- ☒ **Portfolio Assessment Consultation**—A TCC consultant will meet with teachers, therapists, administrators and related service providers to provide assistance for the development of a high quality, authentic portfolio. The consultant will review the completed work and offer suggestions and recommendations on the school team's portfolios.
- ☒ **Accessing the Curriculum in the Classroom**—A TCC consultant will guide educators and school team members in methods and strategies to make appropriate modifications in the classroom for specified individual(s) with a disability.
- ☒ **Integrating Technology Use into the Curriculum**— A TCC consultant will provide building and classroom level assistance regarding student specific technologies and/or classroom technology and techniques to integrate use of the devices and services into the curriculum routines and activities.
- ☐ **Installation/Servicing of Assistive Technology Device(s)**— This consultation will consist of installation/servicing and/or troubleshooting of software, hardware or peripheral devices. Training overviews of use and maintenance of products will be offered as a part of this consultation.

The fee schedule for the above consultations is divided into two Arkansas regions. The schedule is outlined below. Please check the box to indicate which region your school/agency is located and how many days of service are requested.

### **CONSULTATION LOCATION**

### **FEE Per Consultant**

- ☐ **Region A**—Counties in Central Arkansas  
Conway, Faulkner, Garland, Grant, Hot Springs, Jefferson, Lonoke,  
Perry, Pulaski, Saline  
\_\_\_\_ day(s) service = \$850 per day
- ☒ **Region B**—Counties Outside Central Arkansas  
\_\_\_\_ day(s) service = \$1,000 per day

Arkansas, Ashley, Baxter, Benton, Boone, Bradley, Calhoun, Carroll, Chicot, Clark,  
Clay, Cleburne, Cleveland, Columbia, Craighead, Crawford, Crittenden, Cross, Dallas,  
Desha, Drew, Franklin, Fulton, Greene, Hempstead, Howard, Independence, Izard,  
Jackson, Johnson, Lafayette, Lawrence, Lee, Lincoln, Little River, Logan, Madison,  
Marion, Miller, Mississippi, Monroe, Montgomery, Nevada, Newton, Ouachita, Phillips,  
Pike, Poinsett, Polk, Pope, Prairie, Randolph, Scott, Searcy, Sebastian, Sevier,  
Sharp, St. Francis, Stone, Union, Van Buren, Washington, White, Woodruff, Yell

Easter Seals Arkansas  
Technology and Curriculum Access Center  
3920 Woodland Heights Road  
Little Rock, AR 72212  
Phone- (501) 227-3611  
Fax- (501) 227-3601

**EVALUATIONS:**

- ☐ Low Vision Computer Evaluation —Low Vision Computer Evaluation will only be conducted with the attendance of school personnel which must include the school vision teacher and/or a representative from the Educational Services for the Visually Impaired.
- ☒ Computer Access Evaluation —This Evaluation may require an Occupational Therapist and/or Physical Therapist as well as a staff member from TCC. The fee may require hourly rates for Related Services Staff from Easter Seals of Arkansas.
- ☒ Environmental Control Evaluation —This Evaluation may require an Occupational Therapist and/or Physical Therapist as well as staff member from TCC. Agencies can designate their own therapy staff members for participation at no charge from TCC. The fee may require hourly rates for Related Services Staff from Easter Seals of Arkansas.

The fee schedule for the above evaluations is divided into three areas. The schedule is outlined below. Please check the box to indicate if the evaluation will be done at TCC, or in which region your school/agency is located, if the evaluation is to be done on site, and how many days of service are requested.

<u>EVALUATION LOCATION</u>	<u>FEE</u>
<input type="checkbox"/> <u>Technology and Curriculum Access Center-Little Rock</u>	
<input type="radio"/> Low Vision Computer Evaluation	\$300 per evaluation
<input type="radio"/> Computer Access Evaluation	\$300 per evaluation
<input type="radio"/> Environmental Control Evaluation	\$400 per evaluation
<input type="checkbox"/> <u>Region A—Counties in Central Arkansas</u> Conway, Faulkner, Garland, Grant, Hot Springs, Jefferson, Lonoke, Perry, Pulaski, Saline	___ day(s) service = \$850 per day
<input checked="" type="checkbox"/> <u>Region B—Counties Outside Central Arkansas</u>	___ day(s) service = \$1000 per day
Arkansas, Ashley, Baxter, Benton, Boone, Bradley, Calhoun, Carroll, Chicot, Clark, Clay, Cleburne, Cleveland, Columbia, Craighead, Crawford, Crittenden, Cross, Dallas, Desha, Drew, Franklin, Fulton, Greene, Hempstead, Howard, Independence, Izard, Jackson, Johnson, Lafayette, Lawrence, Lee, Lincoln, Little River, Logan, Madison, Marion, Miller, Mississippi, Monroe, Montgomery, Nevada, Newton, Ouachita, Phillips, Pike, Poinsett, Polk, Pope, Prairie, Randolph, Scott, Searcy, Sebastian, Sevier, Sharp, St. Francis, Stone, Union, Van Buren, Washington, White, Woodruff, Yell	

Individuals to be evaluated through TCC (if necessary): \_\_\_\_\_

Please list any special accommodations needed: \_\_\_\_\_

Written recommendations will be provided to the school/agency within two weeks of the consultation and/or evaluation.

Easter Seals Arkansas  
Technology and Curriculum Access Center  
3920 Woodland Heights Road  
Little Rock, AR 72212  
Phone- (501) 227-3611  
Fax- (501) 227-3601

Please include the following billing/contact information:

- Name of school/agency: \_\_\_\_\_
- Contact Person: \_\_\_\_\_
- Billing Address: \_\_\_\_\_  
\_\_\_\_\_
- Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_
- E-mail: \_\_\_\_\_

I \_\_\_\_\_ (name of authorizing staff) authorize the services outlined above to be provided to \_\_\_\_\_ (name of school/agency).

I understand that the above named school/agency is financially responsible for the cost of these services and will be billed for these services upon their completion. I also understand that payment will be due within 30 days of receipt of the statement and that if the services need to be postponed or cancelled that the school/agency is responsible for contacting TCC 24 hours in advance of the scheduled service(s) or the services will be billed. Thank you for utilizing the Technology and Curriculum Access Center.

By signing below, I acknowledge that I am authorized to enter into this contract and that I am responsible for the payment of this service(s) provided.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized signature

---

**To be completed by Easter Seals Arkansas only**

The following student(s) \_\_\_\_\_  
from \_\_\_\_\_ (name of school/agency)  
will be evaluated through TCC on (date/time): \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized signature

Cc: Finance department  
School/agency  
Original: TCC File

Easter Seals Arkansas  
Technology and Curriculum Access Center  
3920 Woodland Heights Road  
Little Rock, AR 72212  
Phone- (501) 227-3611  
Fax- (501) 227-3601

### **TCC Web Conference Service Agreement**

The following web conference services are available through the Easter Seals Arkansas Technology and Curriculum Access Center (TCC). This agreement must be signed by staff authorized to secure and pay for services received by

\_\_\_\_\_ (name of school/agency).

#### **CONSULTATIONS and TRAINING:**

The fee for WEB CONFERENCES for 5 or more participants is \$50 per e-mail address; for 1-4 participants the fee is \$75 per e-mail address. Web conferences are limited to 2 hours or less depending on the topic or need requested.

Please list any special accommodations needed: \_\_\_\_\_

Please include the following billing/contact information:

- Name of school/agency: \_\_\_\_\_
- Contact Person: \_\_\_\_\_
- Billing Address: \_\_\_\_\_  
\_\_\_\_\_
- Phone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_
- E-mail: \_\_\_\_\_

I \_\_\_\_\_ (name of authorizing staff) authorize the services outlined above to be provided to \_\_\_\_\_ (name of school/agency).

I understand that the above named school/agency is financially responsible for the cost of these services and will be billed for these services upon their completion. I also understand that payment will be due within 30 days of receipt of the statement and that if the services need to be postponed or cancelled that the school/agency is responsible for contacting TCC 24 hours in advance of the scheduled service(s) or the services will be billed. Thank you for utilizing the Technology and Curriculum Access Center.

By signing below, I acknowledge that I am authorized to enter into this contract and that I am responsible for the payment of this service(s) provided.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized signature

Easter Seals Arkansas  
Technology and Curriculum Access Center  
3920 Woodland Heights Road  
Little Rock, AR 72212  
Phone- (501) 227-3611  
Fax- (501) 227-3601

**To be completed by Easter Seals Arkansas only**

E-mail address of participant(s):

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized signature

Cc: Finance department  
School/agency  
Original: TCC File

# EQUIPMENT LOAN CONTRACT

Easter Seals Arkansas  
Technology and Curriculum Access Center  
3920 Woodland Heights Rd.  
Little Rock, AR 72212  
Phone: 501-227-3611 Fax: 501-227-3601

Consultant \_\_\_\_\_ Date of Request \_\_\_\_\_

Requested by \_\_\_\_\_ Title \_\_\_\_\_

## For Office Use:

Loan Date: \_\_\_\_\_ Due Date: \_\_\_\_\_

Renewal Due Date: \_\_\_\_\_ Renewal Due Date: \_\_\_\_\_

Date Returned: \_\_\_\_\_

Name of Student \_\_\_\_\_

School \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Physical UPS Deliverable Address (Please Check Address Location: School \_\_\_\_\_ Residence \_\_\_\_\_)

County \_\_\_\_\_ School District \_\_\_\_\_

<u>EQUIPMENT</u>	<u>INVENTORY NUMBER</u>	<u>EQUIPMENT VALUE</u>	<u>2% LOAN FEE</u>
			\$5 Minimum

Total Loan Fees: \$ \_\_\_\_\_

Handling Fee: \$ 25.00

Shipping cost, if applicable: \$ \_\_\_\_\_

Total Fees Due: \$ \_\_\_\_\_

## EQUIPMENT LOAN CONTRACT

Easter Seals Arkansas  
Technology and Curriculum Access Center  
3920 Woodland Heights Rd.  
Little Rock, AR 72212  
Phone: 501-227-3611 Fax: 501-227-3601

I hereby accept the items loaned and the terms of this contract. I understand that this equipment/device must be returned to Easter Seals by the date specified unless the contract is renewed and extension is granted by Easter Seals Arkansas. If damage occurs, please contact the Technology and Curriculum Access Center. If this equipment is not returned by the designated date, the school will be contacted and charged appropriately for the number of days that the equipment is late. If the items are not returned, the district will be billed \$50 for each month until the equipment is returned or replaced. If the equipment/device is not returned within three months of the due date, the district will be responsible for replacing the equipment/device.

Normal maintenance/updates will be the responsibility of the Technology and Curriculum Access Center. This includes replacing batteries, installing new software, etc.

Districts are responsible for the equipment, insurance, damage or loss, mailing cost, handling fee of \$25, and a loan fee of 2% of value of the equipment and/or device (\$5 minimum). School teams can utilize the device or equipment for a six week period of time. After that time, a new contract will be submitted to the district if the team feels it is necessary and appropriate to renew the contract to continue using the loan equipment. Easter Seals Arkansas has the discretion to choose to issue a new contract to the district.

**Equipment is to be returned by the DUE DATE to the address at the top of this form via United Parcel Service (UPS) and insured for value indicated above.**

I have read this contract in its entirety and agree to the terms of this loan contract.

PERSON RESPONSIBLE \_\_\_\_\_ TITLE \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

PRINCIPAL OR LEA SUPERVISOR \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ARKANSAS DEPARTMENT OF EDUCATION  
SPECIAL EDUCATION  
CONSOLIDATED PRESCHOOL GRANT  
FOR THE PROVISION OF  
SPECIAL EDUCATION AND RELATED SERVICES  
FOR SCHOOL YEAR 2011-2012**

Fayetteville Public Schools  
Name of Public Agency

7203  
LEA Number

1000 Stone Street  
Street Address or Mailing Address

Fayetteville, AR, 72701  
City Zip

Debra Wilson, Director of Special Services  
Name of Contact Person Regarding This Application

debra.wilson@fayar.net  
E-mail Address (print legibly)

**STATEMENT OF INTENT**

This application is submitted in fulfillment of Ark. Code Ann. 6-20-310; the Individuals with Disabilities Education Act (IDEA) amendments of 2004; and the rules and regulations promulgated by the Arkansas State Board of Education which are applicable. Upon approval by the Arkansas Department of Education, Special Education Office, this document shall certify the public agency's authority to expend state and federal funds for the education of children with disabilities in accordance with the assurances, budget and program of services set forth herein. On this date the agency has adopted Special Education and Related Services: Procedural Requirement and Program Standards, 2008, and Special Education Eligibility Criteria and Program Guidelines for children with Disabilities, Ages 3-21, 2008, and subsequent rules and regulations adopted by the State board of Education, as regulations for the administration of the special education program.

The signatures below are verification that the agency has reviewed and adopted the policies and procedures relative to children with disabilities covered in the pre-printed Special Education Assurances and Agreements for Preschool Services. Any additional policies and procedures adopted by the agency relative to children with disabilities not covered in the pre-printed Special Education Assurances and Agreements for Preschool Services are enclosed in this application.

Vicki Thomas, Superintendent  
Name of Superintendent/Co-op Director

Susan Heil  
Name of Board President

\_\_\_\_\_  
Signature of Superintendent/Co-op Director      Signature of Board President

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date of Approval by Board

The signature of the Board President signifies that the Board has voted approval of the application. Such vote should be recorded in Board meeting minutes and kept on file at the co-op or district.



**ARKANSAS DEPARTMENT OF EDUCATION  
SPECIAL EDUCATION  
HEADSTART CONSOLIDATED APPLICATION  
FOR THE PROVISION OF  
SPECIAL EDUCATION AND RELATED SERVICES  
FOR SCHOOL YEAR 2011-2012**

Fayetteville Public Schools  
Name of Public Agency

7203  
LEA Number

1000 Stone St.  
Street Address or Mailing Address

Fayetteville, AR 72701  
City Zip

Debra Wilson, Director of Special Services  
Name of Contact Person Regarding This Application

debra.wilson@favar.net  
E-mail Address (print legibly)

**STATEMENT OF INTENT**

This application is submitted in fulfillment of Ark. Code Ann. 6-20-310; the Individuals with Disabilities Education Act (IDEA) amendments of 2004; and the rules and regulations promulgated by the Arkansas State Board of Education which are applicable. Upon approval by the Arkansas Department of Education, Special Education Office, this document shall certify the public agency's authority to expend state and federal funds for the education of children with disabilities in accordance with the assurances, budget and program of services set forth herein. On this date the agency has adopted Special Education and Related Services: Procedural Requirement and Program Standards, 2008, and Special Education Eligibility Criteria and Program Guidelines for children with Disabilities, Ages 3-21, 2008, and subsequent rules and regulations adopted by the State board of Education, as regulations for the administration of the special education program.

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\_\_\_\_\_  
Name of Superintendent/Co-op Director

\_\_\_\_\_  
Name of Board President

\_\_\_\_\_  
Signature of Superintendent/Co-op Director

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date of Approval by Board

The signature of the Board President signifies that the Board has voted approval of the application. Such vote should be recorded in Board meeting minutes and kept on file at the co-op or district.

## TUITION AGREEMENT

The **Fayetteville School District, No. 1 of Washington County** hereby agrees to pay to **Vista Health** tuition in the amount of **\$30.00** per pupil for providing educational services to its K-12 grade students in **Therapeutic Day Treatment** during **2011-2012**.

### Conditions:

Tuition amount will be paid on a monthly basis upon receipt of a statement containing student names, admit date, school, grade and total days of attendance for the month. The total days per student will not exceed 178. **Vista Health** will request school records, in writing, from the **Director of Special Education**. All parties will conform to state and federal regulations regarding special education. This contract will be void if at any time this facility does not meet Arkansas Department of Education approval. **Vista Health** staff will work in conjunction with the **Director of Special Education** in coordinating educational planning for each student. All other services will be the responsibility of **Vista Health** and the parent.

**FAYETTEVILLE SCHOOL DISTRICT**

**VISTA HEALTH**

\_\_\_\_\_  
President of Board

\_\_\_\_\_  
President of Board

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Superintendent

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

File in quadruplicate. Send all copies to the Office of Local Fiscal Services, Department of Education, #4 Capitol Mall, Room 202-A, Little Rock, Arkansas 72201-1071.

## TUITION AGREEMENT

The **Fayetteville School District, No. 1 of Washington County** hereby agrees to pay to **Ozark Guidance Center, Inc. of Washington County** tuition in the amount of **\$30.00** per pupil for providing educational services to its K-12 grade students in **Therapeutic Day Treatment** during **2011-2012**.

### Conditions:

Tuition amount will be paid on a monthly basis upon receipt of a statement containing student names, admit date, school, grade and total days of attendance for the month. The total days per student will not exceed 178. **Ozark Guidance Center, Inc.** will request school records, in writing, from the **Director of Special Education**. All parties will conform to state and federal regulations regarding special education. This contract will be void if at any time this facility does not meet Arkansas Department of Education approval. **Ozark Guidance Center** staff will work in conjunction with the **Director of Special Education** in coordinating educational planning for each student. All other services will be the responsibility of **Ozark Guidance Center** and the parent.

**FAYETTEVILLE SCHOOL DISTRICT**

**OZARK GUIDANCE CENTER, INC.**

\_\_\_\_\_  
President of Board

\_\_\_\_\_  
President of Board

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Superintendent

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

File in quadruplicate. Send all copies to the Office of Local Fiscal Services, Department of Education, #4 Capitol Mall, Room 202-A, Little Rock, Arkansas 72201-1071.

## TUITION AGREEMENT

The Fayetteville School District, No. 1 of Washington County hereby agrees to pay to **Life Styles, Inc. of Washington County** tuition in the amount of \$54.90 per 1/2 day per pupil for providing vocational training as outlined in individual student IEPs to its students in secondary grades, 10-12, during **2011-2012**.

### Conditions:

Tuition amount will be paid on a monthly basis upon receipt of a statement containing student name, grade, and total days of attendance for each month. The total days per student will not exceed 178. Transportation will be provided by the district. The vocational component of the Individualized Education Plan (IEP) will be the responsibility of a qualified agency staff member. Both parties will conform to state and federal regulations regarding special education. All student referrals will be processed through the Director of Special Services.

### Cost of Service:

Student cost per day: \$5.75 (average wage) x 3 hours per day = \$17.25

Trainer cost per day: \$10.10 (hourly wage/benefits) x 3 hours per day = \$30.30

Administrative/mileage cost is 20% of above=\$9.51

Total cost per day per student: \$57.06

**FAYETTEVILLE SCHOOL DISTRICT      LIFESTYLES, INC.**

\_\_\_\_\_  
President of Board

\_\_\_\_\_  
President of Board

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Director

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

File in quadruplicate. Send all copies to the Office of Local Fiscal Services, Department of Education, #4 Capitol Mall, Room 202-A, Little Rock, Arkansas 72201-1071.

**TUITION AGREEMENT  
WITH  
SPRINGWOODS BEHAVIORAL HEALTH  
1955 W. Truckers Dr.  
Fayetteville, AR 72704  
(479) 973-6000**

The Fayetteville School District (Resident District) of Washington County hereby agrees to pay Springwoods Behavioral Health (Serving District) of Fayetteville, Arkansas, tuition in the amount determined by the State Department of Education per day, per pupil for providing educational services to its school age students during the 2011-2012 school year.

**Conditions:** The tuition amount will be paid on a quarterly basis upon receipt of an accurate billing statement containing student name, admit date, discharge date (if applicable), grade, and total days in attendance for the month. The total paid days, per student, per school year shall not exceed one-hundred and seventy-eight (178) days. Springwoods Behavioral Health will notify the Fayetteville School District (Resident District) at the time of admission and will request copies of school records. All parties will conform to the regulations and guidelines set forth by Arkansas Department of Education Residential Rules.

Resident District

Servicing District

\_\_\_\_\_  
Signature, President of the Board                      Date

\_\_\_\_\_  
Signature, Superintendent                              Date

\_\_\_\_\_  
Signature, Hospital CEO              Date  
Springwoods Behavioral Health

Approved: \_\_\_\_\_  
State Department of Education

Date: \_\_\_\_\_

## SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into this 19th day of July, 2011 by and between Ozark Guidance Center, Inc., a corporation organized and existing under the laws of the State of Arkansas, with its principal place of business in Springdale, Washington County, Arkansas, hereinafter referred to as "Ozark Guidance," and Fayetteville Public Schools located in Fayetteville, Washington County, Arkansas hereinafter referred to as "Organization."

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND AGREEMENTS CONTAINED HEREIN**, the parties hereto agree as follows, to-wit:

### 1. SERVICES PROVIDED ORGANIZATION

Ozark Guidance has and will provide some or all of the following services to Organization, as well as other requested and necessary services not enumerated, to-wit:

#### **Clinical Services Provided On-Site: (See Service Code Definition Glossary)**

- Diagnostic Assessment (MHP Only)
- Individual, Group, and Family Therapy (MHP Only)
- Case Management (On or Off-Site Intervention)
- Crisis Intervention (MHP Only)
- Crisis Stabilization Intervention
- Clinical Consultation (MHP Only)
- Supplementary Clinical Services (Specify): \_\_\_\_\_

#### **Clinical Services Provided Off-Site: (See Service Code Definition Glossary)**

- Psychiatric Consultation and Medication Management
- Psychological Testing

Such services will be provided to students, residents or other persons over whom Organization has an obligation or desire to provide such services.

### 2. ACCESS GIVEN BY ORGANIZATION

Organization shall provide Ozark Guidance office space and telephone access on Organization's Premises for the rendition of such services, together with access to the following:

None

If no additional access is to be included, insert NONE

### 3. PAYMENT FOR SERVICES

Payment for services rendered by Ozark Guidance shall be by a third-party reimbursement, either private insurance or state or federal program reimbursement. Organization shall not be obligated to pay for the provision of such services, but shall take all action reasonable and necessary, including providing the necessary information to allow Ozark Guidance to make third-party claims for such services.

### 4. IMPLEMENTATION OF SERVICES

This Agreement shall be implemented in accordance with the attached program description marked Attachment "A" and incorporated by reference herein.

## 5. TERM OF AGREEMENT

This Agreement shall be effective on the date first written above and shall extend through the 2011 - 2012 school year. If no date is inserted, this Agreement shall continue until terminated or cancelled by either party upon the giving of thirty (30) days written notification to the other party.

## 6. CONFIDENTIALITY

During the rendition of services by Ozark Guidance and thereafter, Organization will hold in strictest confidence and not use or disclose to any person, firm or organization any information, work in progress, business, trade secret or any other secret, proprietary or confidential matter relating to Ozark Guidance or clients of Ozark Guidance which are not generally known to the public, except insofar as such disclosures or use may be required in the course of rendering services as requested by Ozark Guidance.

### **Permitted Uses and Disclosures of Individually Identifiable Health Information by**

**Organization:** Ozark Guidance agrees to provide the services identified above under this Agreement that may require Organization to access health information that directly identifies or could be used (in combination with other available information) to identify clients, past or present, of Ozark Guidance. Organization understands and agrees that the only permissible uses and disclosures of individually identifiable health information are those necessary under the terms and conditions of this Agreement.

**Individually Identifiable Health Information is Protected Health Information:** Individually identifiable Health Information is legally protected from unauthorized disclosure, whether by Ozark Guidance or by Organization. Such information, by law, is called Protected Health Information and if hereinafter referred to as PHI." PHI is any information about a client or a client's treatment, including, but not limited to, information found in his or her medical records, insurance/payer information, verbal representations, Ozark Guidance's electronic information or any other written documentation compiled or maintained by Ozark Guidance that pertains to and identifies the client. For the purposes of this Agreement, any individually identifiable health information compiled or maintained by Organization is also considered PHI and subject to privacy laws as if it were under the possession and control of Ozark Guidance.

**The Organization's Privacy Obligations to Safeguard PHI:** The Organization shall safeguard all PHI in a manner that meets legal and ethical privacy standards applicable to Ozark Guidance. Safeguarding shall include, but not be limited to: (1) maintaining and using PHI in a secure, confidential manner that prevents unauthorized access by third parties; (2) using a "need-to-know" standard to limit access to PHI among Organization's employees or other authorized third-parties; (3) documenting by *client account number* and appropriate *date* specific PHI accessed; (4) reporting any inadvertent or unauthorized disclosure of PHI by Organization; (5) protecting from disclosure under subpoena or judicial process unlawful disclosure of PHI under Organization's control; (6) notifying Ozark Guidance's Privacy Officer within one working day of any attempt by a third party to use a subpoena or judicial process to access records of Organization that could include PHI; (7) remedying immediately any known breaches in this Agreement regarding PHI confidentiality by Organization; (8) removing, returning to Ozark Guidance, or otherwise destroying all hardcopy PHI and all electronically stored PHI from hard drives or storage media upon termination of this Agreement or upon sale, disposal or transfer of control to another party not associated with this Agreement, if such event occurs before this Agreement terminates.

**Additional Privacy Obligations of Organization:** Organization is obligated, upon request of Ozark Guidance, to amend records or make them available for review by Ozark Guidance or its clients. Organization must also mitigate and remedy, at its own expense, any unauthorized use or disclosure, including those of a prospective or contingent nature. In addition, Organization agrees to fully

comply with any audit or investigation by the Secretary of the Department of Health and Human Services or any of the Secretary's assignees.

**Questions about Organization' Safeguarding Responsibilities:** When necessary, it shall be the Organization's responsibility to seek clarification from Ozark Guidance's Privacy Officer regarding Organization's safeguarding and privacy obligations.

**Right to Use Subcontractors or Assign the Agreement:** Organization has no right to use subcontractors or assign any rights, privileges or responsibilities under this Agreement to any third-party, without the explicit written prior authorization of Ozark Guidance. Any agreement between Organization and an authorized subcontractor or assignee shall include the privacy provisions and obligations of this Agreement. It is understood that Organization may not limit or shift its privacy obligations or liability for breach of said obligations by use of subcontractors or assignees. For the purposes of this Agreement, any reference herein to Organization shall be construed to be equally applicable to and enforceable against any authorized subcontractor or assignee. A breach by a third-party acting in Organization's behalf shall be deemed a breach by Organization who, thereby, shall be jointly and severally liable for contract breaches with and by subcontractors and assignees.

**Liability for Breach of Privacy Obligations:** Unauthorized use and disclosure of PHI, or failure to submit in an audit or investigation by the Secretary of Health and Human Services, shall be a material breach of the terms and conditions of this Agreement, and shall subject Organization to the liability for damages or any other remedy provided by law.

**Perpetual Duration of this Agreement:** The privacy and confidentiality obligations required herein shall remain fully binding on Organization hereafter and shall not be subject to a term of years, nor be diminished in any manner whatsoever at, or following the date, Organization ceases providing services to Ozark Guidance.

## **7. MERGER AND GOVERNING LAW**

This Services Agreement contains the entire understanding of the parties, supercedes all previous agreements, and may not be modified except in a writing signed by the parties. The law of the State of Arkansas shall govern this Agreement.



IN WITNESS WHEREOF, the parties have executed this Services Agreement the day and year reflected below.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

SCHOOL SUPERINTENDANT  
"Organization"

AND

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

SCHOOL BOARD PRESIDENT  
"Organization"

By Robert G. Gish / s/b

Title Chief Clinical Officer

Date 7/20/11

CHIEF CLINICAL OFFICER  
"Ozark Guidance"

## SPECIAL SERVICES PREFERRED RATE AGREEMENT

**THIS AGREEMENT**, made and entered into this 19th day of July 2011, by and between Ozark Guidance Center, Inc., a corporation organized and existing under the laws of the State of Arkansas, with its principal place of business in Springdale, Washington County, Arkansas, hereinafter referred to as "Ozark Guidance," and Fayetteville School District located in Fayetteville, Arkansas, Washington County, Arkansas hereinafter referred to as "Organization."

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND AGREEMENTS CONTAINED HEREIN**, the parties hereto agree as follows, to-wit:

### 1. PAYMENT FOR SERVICES

Ozark Guidance has and will provide some or all of the following services to Organization, as well as other requested and necessary services not enumerated, to-wit. These are usual and customary rates and are contingent upon approval of Organization and Ozark Guidance. Payment for services rendered by Ozark Guidance shall be at a rate payable by Fayetteville School District as follows:

#### Clinical Services Provided On-Site:

#### Rate Per Hour

• Diagnostic Assessment (MHP Only)	\$85.00
• Individual and Family Therapy (MHP Only)	\$80.00
• Group Therapy (MHP Only)	\$40.00
• Case Management (On or Off-Site Intervention)	\$53.00 (MHPP) / \$80.00 (MHP)
• Crisis Intervention (MHP Only)	\$80.00
• Crisis Stabilization Intervention	\$53.00 (MHPP) / \$80.00 (MHP)
• Clinical Consultation (MHP Only)	\$80.00
• Supplementary Clinical Services	To Be Determined

#### Clinical Services Provided Off-Site:

#### Rate Per Hour

• Psychiatric Consultation	\$120.00
• Medication Management	\$120.00
• Psychological Testing	\$110.00

Such services will be provided to students, residents or other persons over whom Organization has an obligation or desire to provide such services.

### 2. ACCESS GIVEN BY ORGANIZATION.

None
------

### 3. IMPLEMENTATION OF SERVICES

This Agreement shall be implemented in accordance with the attached program description marked Attachment "A" and incorporated by reference herein.

### 4. TERM OF AGREEMENT

This Agreement shall be effective on the date first written above and shall extend through the 2010 – 2011 school year. If no date is inserted, this Agreement shall continue until terminated or cancelled by either party upon the giving of thirty (30 ) days written notification to the other party.

## 5. CONFIDENTIALITY

During the rendition of services by Ozark Guidance and thereafter, Organization will hold in strictest confidence and not use or disclose to any person, firm or organization any information, work in progress, business, trade secret or any other secret, proprietary or confidential matter relating to Ozark Guidance or clients of Ozark Guidance which are not generally known to the public, except insofar as such disclosures or use may be required in the course of rendering services as requested by Ozark Guidance.

### **Permitted Uses and Disclosures of Individually Identifiable Health Information by**

**Organization:** Ozark Guidance agrees to provide the services identified above under this Agreement that may require Organization to access health information that directly identifies or could be used (in combination with other available information) to identify clients, past or present, of Ozark Guidance. Organization understands and agrees that the only permissible uses and disclosures of individually identifiable health information are those necessary under the terms and conditions of this Agreement.

**Individually Identifiable Health Information is Protected Health Information:** Individually identifiable Health Information is legally protected from unauthorized disclosure, whether by Ozark Guidance or by Organization. Such information, by law, is called Protected Health Information and if hereinafter referred to as PHI." PHI is any information about a client or a client's treatment, including, but not limited to, information found in his or her medical records, insurance/payer information, verbal representations, Ozark Guidance's electronic information or any other written documentation compiled or maintained by Ozark Guidance that pertains to and identifies the client. For the purposes of this Agreement, any individually identifiable health information compiled or maintained by Organization is also considered PHI and subject to privacy laws as if it were under the possession and control of Ozark Guidance.

**The Organization's Privacy Obligations to Safeguard PHI:** The Organization shall safeguard all PHI in a manner that meets legal and ethical privacy standards applicable to Ozark Guidance. Safeguarding shall include, but not be limited to: (1) maintaining and using PHI in a secure, confidential manner that prevents unauthorized access by third parties; (2) using a "need-to-know" standard to limit access to PHI among Organization's employees or other authorized third-parties; (3) documenting by *client account number* and appropriate *date* specific PHI accessed; (4) reporting any inadvertent or unauthorized disclosure of PHI by Organization; (5) protecting from disclosure under subpoena or judicial process unlawful disclosure of PHI under Organization's control; (6) notifying Ozark Guidance's Privacy Officer within one working day of any attempt by a third party to use a subpoena or judicial process to access records of Organization that could include PHI; (7) remedying immediately any known breaches in this Agreement regarding PHI confidentiality by Organization; (8) removing, returning to Ozark Guidance, or otherwise destroying all hardcopy PHI and all electronically stored PHI from hard drives or storage media upon termination of this Agreement or upon sale, disposal or transfer of control to another party not associated with this Agreement, if such event occurs before this Agreement terminates.

**Additional Privacy Obligations of Organization:** Organization is obligated, upon request of Ozark Guidance, to amend records or make them available for review by Ozark Guidance or its clients. Organization must also mitigate and remedy, at its own expense, any unauthorized use or disclosure, including those of a prospective or contingent nature. In addition, Organization agrees to fully comply with any audit or investigation by the Secretary of the Department of Health and Human Services or any of the Secretary's assignees.

**Questions about Organization's Safeguarding Responsibilities:** When necessary, it shall be the Organization's responsibility to seek clarification from Ozark Guidance's Privacy Officer regarding Organization's safeguarding and privacy obligations.

**Right to Use Subcontractors or Assign the Agreement:** Organization has no right to use subcontractors or assign any rights, privileges or responsibilities under this Agreement to any third-party, without the explicit written prior authorization of Ozark Guidance. Any agreement between Organization and an authorized subcontractor or assignee shall include the privacy provisions and obligations of this Agreement. It is understood that Organization may not limit or shift its privacy obligations or liability for breach of said obligations by use of subcontractors or assignees. For the purposes of this Agreement, any reference herein to Organization shall be construed to be equally applicable to and enforceable against any authorized subcontractor or assignee. A breach by a third-party acting in Organization's behalf shall be deemed a breach by Organization who, thereby, shall be jointly and severally liable for contract breaches with and by subcontractors and assignees.

**Liability for Breach of Privacy Obligations:** Unauthorized use and disclosure of PHI, or failure to submit in an audit or investigation by the Secretary of Health and Human Services, shall be a material breach of the terms and conditions of this Agreement, and shall subject Organization to the liability for damages or any other remedy provided by law.

**Perpetual Duration of this Agreement:** The privacy and confidentiality obligations required herein shall remain fully binding on Organization hereafter and shall not be subject to a term of years, nor be diminished in any manner whatsoever at, or following the date, Organization ceases providing services to Ozark Guidance.

#### **6. MERGER AND GOVERNING LAW**

This Services Agreement contains the entire understanding of the parties, supercedes all previous agreements, and may not be modified except in a writing signed by the parties. The law of the State of Arkansas shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Services Agreement the day and year reflected below.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

SCHOOL SUPERINTENDANT  
"Organization"

AND

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

SCHOOL BOARD PRESIDENT  
"Organization"

By Robert Gordon

Title Chief Clinical Officer

Date 7/20/11

CHIEF CLINICAL OFFICER  
"Ozark Guidance"

AND



July 28, 2011

## General Utility Easement

TO: Board of Education

FROM: David Tate

I will ask the Board to approve a general utility easement for the construction of the tennis courts on Sang Avenue.

## GENERAL UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT, **Fayetteville School District No. 1**, hereinafter called GRANTOR, organized under and by virtue of the laws of the State of Arkansas, by its President and Secretary, duly authorized by proper resolution of its Board of Directors, for the consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, and to all public utility companies and cable television companies, hereinafter called GRANTEES, a permanent general utility easement to construct, lay, remove, relay, inspect, enlarge, repair, maintain and operate utility lines, including water, sewer, electric, gas, cable television service and other utilities and appurtenances there to, on, over, across, and under the following described land situated in the county of Washington, State of Arkansas, to-wit:

### PROPERTY DESCRIPTION:

The South Half (S½) of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Eight (8) in Township Sixteen (16) North of Range Thirty (30) West, less and except twenty-five (25) feet of equal and uniform width off the West end thereof, embraced in Sang Avenue, Washington County, Arkansas.

### PERMANENT GENERAL UTILITY EASEMENT DESCRIPTION:

A permanent utility easement of variable width located in the South Half (S½) of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of said Section 8, being more particularly described as beginning at the Southeast corner of the South Half (S½) of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of said Section 8, thence North 86°56'57" West – 261.03 feet; thence North 87°03'23" West – 1034.01 feet to the East Right of Way line of Sang Avenue; thence along the East Right of Way line of Sang Avenue North 2°57'38" East – 30.44 feet; thence leaving the East Right of Way line of Sang Avenue South 86°55'32" East – 833.52 feet; thence South 86°45'30" East – 199.27 feet; thence North 3°14'30" East – 1.07 feet; thence South 86°22'00" East – 262.26 feet; thence South 3°02'51" West – 25.92 feet to the point of beginning, containing 37,312 square feet (0.86 acres), more or less, Washington County, Arkansas.

The bearings for this description are based on the City of Fayetteville GPS Monumentation.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes or cables to a required depth, or erect overhead lines or cables to a required height so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons. One thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines and overhead or underground lines or cables upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

IN TESTIMONY WHEREOF, The name of the Grantor is hereunto affixed by its President and its seal affixed by its Secretary, this \_\_\_\_\_ day of \_\_\_\_\_.

Fayetteville School District No. 1

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

#### ACKNOWLEDGMENT

STATE OF ARKANSAS                    )  
  )  
COUNTY OF WASHINGTON            )     ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named \_\_\_\_\_ and \_\_\_\_\_ to me personally known who stated that they were the President and Secretary of the Fayetteville School District No. 1 and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES

\_\_\_\_\_





July 28, 2011

## Bond Ratification

TO: Board of Education

FROM: Lisa Morstad

I will ask the Board to ratify the sale of \$8.4 million second lien bonds that took place on July 22, 2011. The winning bid was from Raymond James and Associates, Inc. with a true interest rate of 3.305085% .

Dennis R. Hunt  
Senior Vice President and Manager  
Stephens Inc.

July 11, 2011

Ms. Vicki Thomas  
Superintendent  
Fayetteville School District  
P.O. Box 849  
Fayetteville, AR 72702

Re: \$8,400,000 Fayetteville School District No. 1 of Washington County, Arkansas  
Construction Bonds, Series 2011

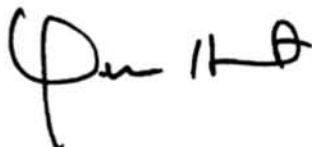
Dear Ms. Thomas:

At 1:00 PM on July 11, 2011, the District received qualified bids from five investment firms in connection with the above referenced bond issue. The best bid was received from the firm of Raymond James & Associates, Inc. with an interest rate of 3.305085%. A detailed Bid Summary, a chart depicting the recent history of the tax-exempt market, and a Proceeds Sheet are attached for your review in connection with this financing.

Based upon the competitive interest rate received and our assessment of the current interest rate market, we would recommend the Board accept Raymond James & Associates, Inc.'s bid and authorize this financing.

We appreciate the opportunity to work on this transaction and I look forward to reviewing this information with you and your Board on July 28<sup>th</sup>.

Sincerely,



Dennis Hunt

DH/am

Cc: Dr. Lisa Morstad

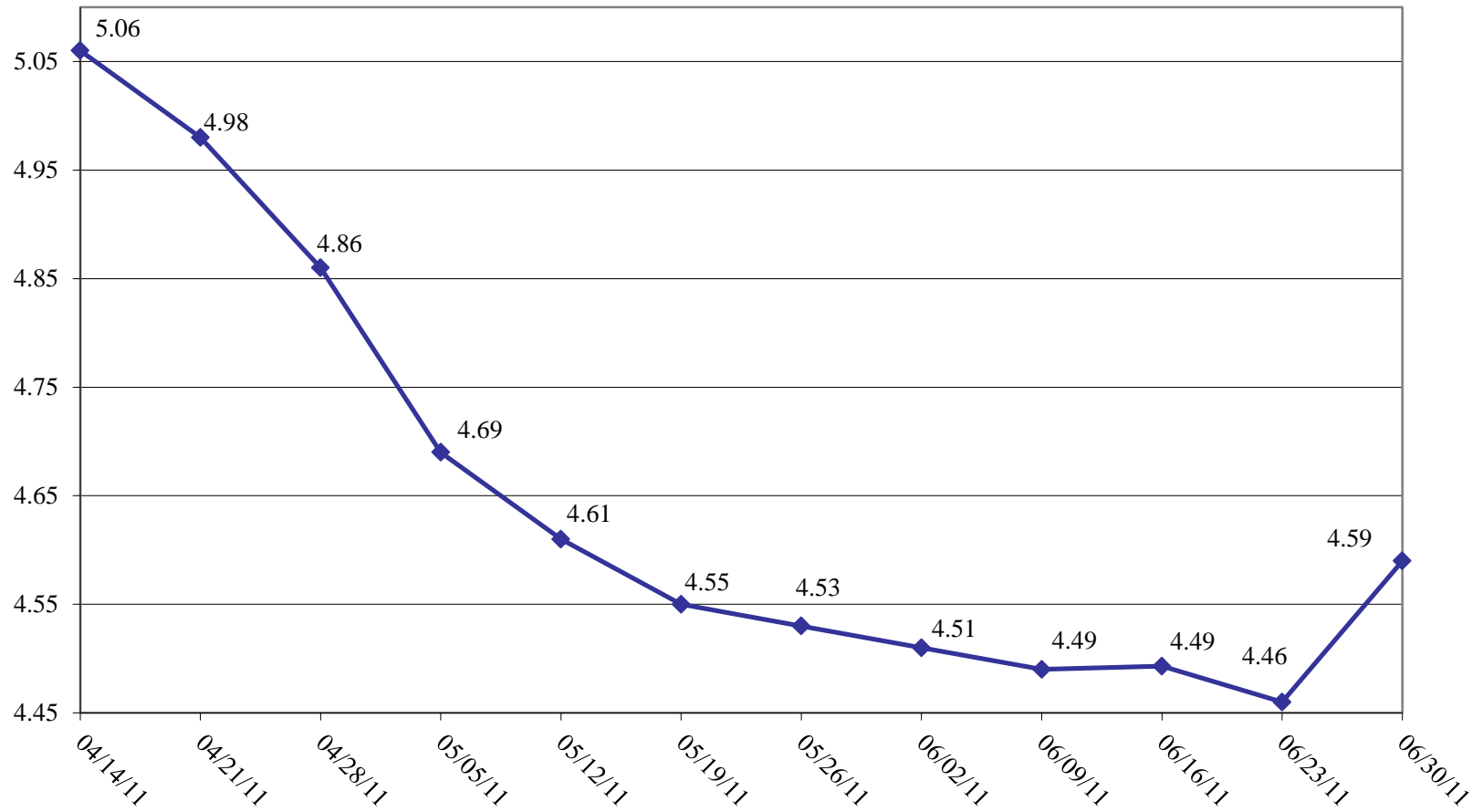


Capitalize on Independence<sup>SM</sup>

**\$8,400,000 FAYETTEVILLE SCHOOL DISTRICT NO. 1  
OF WASHINGTON COUNTY, ARKANSAS  
CONSTRUCTION BONDS  
MATURITY: 06/01/2030  
DATED: 08/01/2011  
SALE: July 11, 2011 @ 1:00 P.M. CST**

<b>BIDDER</b>	<b>TIC</b>
RAYMOND JAMES & ASSOCIATES, INC.	3.305085
MORGAN KEEGAN & CO., INC.	3.337558
CREWS & ASSOCIATES, INC.	3.359059
STEPHENS INC.	3.430339
ROSS, SINCLAIRE & ASSOCIATES, INC.	3.445645

**Bond Buyer 20-Bond General Obligation Index  
Most Recent 12 Weeks**



# **\$8,400,000 FAYETTEVILLE SCHOOL DISTRICT**

## **Construction Bonds, Series 2011**

### **Proceeds Sheet**

Dated: August 1, 2011

Closing: August 16, 2011

\$8,400,000.00	Par amount of the bonds
15,879.85	Reoffering Premium
<u>10,130.89</u>	Accrued interest
\$8,426,010.74	Subtotal
\$79,940.00	Underwriter's Discount
<u>52,080.00</u>	Financial advisor's fee
\$8,293,990.74	Net Remaining Funds

The net remaining funds, less the good faith deposit in the amount of \$168,000 which has already been remitted to the District, will be wired to a financial institution selected by the District on the date of closing. Of this amount, \$10,130.89 is to be placed in the Debt Service Fund and used to make a portion of the first payment on the new bonds.

The remaining project funds, including the good faith deposit, should be invested in Authorized Investments (which consist of U.S. Government Obligations or obligations which are fully guaranteed by the United States of America) or in bank certificates of deposit the principal of and interest on which are either fully insured by the FDIC or collateralized by U.S. Government Obligations.

RESOLUTION AUTHORIZING THE ISSUANCE AND DELIVERY OF BONDS;  
AND PRESCRIBING OTHER MATTERS PERTAINING THERETO

BE IT RESOLVED by the Board of Directors of Fayetteville School District No. 1 of Washington County, Arkansas:

Section 1. Sale of Bonds by District. (a) Fayetteville School District No. 1 of Washington County, Arkansas (the "District"), has offered its \$8,400,000 Construction Bonds, dated August 1, 2011 (the "Bonds"), for public sale on competitive bids. The District received five bids for its Bonds as follows:

	True Interest Cost
Raymond James & Associates, Inc.	3.305085%
Morgan Keegan	3.337558
Crews & Associates, Inc.	3.359059
Stephens Inc.	3.430339
Ross, Sinclair & Associates, Inc.	3.445645

The bid submitted by Raymond James & Associates, Inc. (the "Purchaser") has been accepted.

(b) The District has previously employed Stephens Inc., as fiscal agent for the District in connection with the sale and issuance of the Bonds pursuant to the terms of a contract (the "Fiscal Agent Contract"). The Fiscal Agent Contract is ratified, approved and confirmed.

(c) The fiscal agent prepared and distributed a Preliminary Official Statement in connection with the offering of the Bonds for public sale. The Preliminary Official Statement is ratified, approved and confirmed. The fiscal agent is authorized to prepare and deliver to the successful bidder a final Official Statement. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such additions, deletions and modifications as deemed appropriate by the District's fiscal agent.

(d) The execution and delivery of the Bonds to the Purchaser, for the purchase price of \$8,335,939.85 is authorized and directed.

Section 2. The Bonds. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Subchapter 12 of Chapter 20, Title 6, Ark. Code Ann., the Bonds are hereby authorized and ordered issued in the principal amount of \$8,400,000 for the purpose of providing permanent financing of capital improvements as described in the Preliminary Official Statement prepared and distributed by the District's fiscal

agent. The Bonds shall be fully registered bonds without coupons and shall be in denominations of \$5,000 or an integral multiple thereof.

The Bonds shall be registered initially in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the Bonds for all purposes under this Resolution, including, without limitation, payment by the District of principal of, redemption price, premium, if any, and interest on the Bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten bond for each stated maturity date which shall be immobilized in the custody of DTC with the beneficial owners having no right to receive the Bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the Bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the District having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the Bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the Bonds. The Bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the District.

If any securities depository determines not to continue to act as a securities depository for the Bonds for use in a book-entry system, the District may establish a securities depository/book-entry system relationship with another securities depository. If the District does not or is unable to do so, or upon request of the beneficial owners of all outstanding Bonds, the District and the Trustee, after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the Bonds from the securities depository, and authenticate and deliver bond certificates in fully registered form (in denominations of \$5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive bonds) of the District, if the District fails to maintain a securities depository/book-entry system, or of the beneficial owners, if they request termination of the system.

Prior to issuance of the Bonds, the District shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the District with respect to the Bonds so long as the Bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the District any obligation whatsoever with respect to persons having interests in the Bonds

other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the District in the Representation Letter with respect to the Trustee to at all times be complied with.

Principal of the Bonds shall be payable to the registered owners thereof upon presentation at the principal corporate trust office of The First National Bank of Wynne (the "Trustee"), in the City of Wynne, Arkansas. Interest is payable December 1, 2011, and semiannually thereafter on each June 1 and December 1. Payment of each installment of interest shall be made at the time and in the manner specified in the bond form in Section 4. The Bonds shall be numbered from 1 upward in order of issuance and shall mature on June 1 of each year and bear interest as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate (%)</u>
2012	\$390,000	2.000
2013	355,000	2.000
2014	360,000	2.000
2015	365,000	2.000
2016	375,000	2.000
2017	380,000	2.000
2018	390,000	2.000
2019	400,000	2.375
2020	410,000	2.500
2021	425,000	2.750
2022	435,000	3.000
2023	450,000	3.125
2024	465,000	3.250
2025	485,000	3.375
2026	500,000	3.500
2027	520,000	3.625
2028	540,000	3.700
2029	565,000	3.800
2030	590,000	3.900

Section 3. Definitions. In addition to other definitions herein, capitalized terms used in this Resolution shall, unless the context requires a different meaning, have the meanings specified below.

The term "Code" means the Internal Revenue Code of 1986, as amended.

The term "Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.



The term "Net Proceeds," when used with reference to the Bonds, means the face amount of the Bonds, plus accrued interest and premium, if any, less original issue discount.

The term "Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

The term "Project" means the erecting and equipping of new school facilities and the making of additions and improvements to existing facilities as will be more specifically described in the District's certificate regarding use of proceeds of the Bonds to be delivered to the Trustee at the time of issuance of the Bonds.

The term "Purchase Price," for the purpose of computation of the Yield of the Bonds, has the same meaning as the term "issue price" in Sections 1273 and 1274 of the Code, and, in general, means the initial offering price of the Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds of each maturity are sold or, if the Bonds are privately placed, the price paid by the first buyer of the Bonds or the acquisition cost of the first buyer.

The term "Regulations" means temporary and permanent regulations promulgated under the Code.

The term "Yield" means that yield which, when used in computing the present worth of all payments of principal and interest on the Bonds produces an amount equal to the Purchase Price of the Bonds, all computed as prescribed in applicable Regulations.

Section 4. Bond Form. The Bonds shall be executed on behalf of the District by the manual signatures of the President and Secretary of the Board and shall have impressed thereon the corporate seal of the District. The Bonds shall be in substantially the following form:

CERTIFICATE

I, the undersigned, Secretary of the Board of Directors of the above District, certify the foregoing to be a true copy of a Resolution duly adopted by the Board at a \_\_\_\_\_ (regular or special) meeting of the Board held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011. The Resolution appears in the official minutes of the meeting which are in my custody. At the time of the meeting the duly elected (or appointed), qualified and serving members of the Board and their respective votes on the adoption of the Resolution were as follows:

<u>Director</u>	<u>Vote</u> <u>(Aye, Nay, Abstain or Absent)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I further certify that the meeting of the Board was duly convened and held in all respects according to law; that to the extent required by law due and proper notice of the meeting was given to the members of the Board and to the public; that the meeting was open to the public; that a legal quorum was present throughout the meeting; that all other requirements and proceedings under the law incident to the proper adoption and passage of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this Certificate.

CERTIFIED under my hand and seal of the District this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(SEAL)

\_\_\_\_\_  
Secretary



July 28, 2011

*Key Work of School Boards Study*

TO: Board of Education

FROM: Bryn Bagwell

I will present the fourth of eight presentations by Board members on the *Key Work of School Boards*. The subject is accountability.



July 28, 2011

## FHS Graduation Requirements

TO: Board of Education

FROM: Steve Jacoby

I will present information regarding a change in the requirements to participate in the graduation ceremony. The Board will be asked to approve this change at the August board meeting.

### **FAYETTEVILLE HIGH SCHOOL** **PARTICIPATION IN THE GRADUATION CEREMONY** Graduating Class 2016

Beginning with the class of 2016, senior students shall have completed the required number of credits to meet graduation requirements prior to the last day of the school year for seniors in order to be eligible to participate in the graduation ceremony.

Any student who does not meet the requirements to participate in the graduation ceremony is strongly encouraged to complete all requirements for earning a high school diploma.



July 28, 2011

## FHS Honors & High Honor Graduation Requirements

TO: Board of Education

FROM: Steve Jacoby

I will present information regarding changes to the FHS honors & high honors graduation requirements. The Board will be asked to approve these changes at the August board meeting.

# FAYETTEVILLE HIGH SCHOOL

## HONORS CRITERIA

### CURRENT AND RECOMMENDED

### Graduating Class 2016

SCHOOL	Semesters	GPA Honors	GPA High Honors	GPA Distinguished	World Language	Pre AP, AP, Honors Honors, Concurrent course, Math course above Algebra II	Pre AP, AP, Honors High Honors	Pre AP, AP, Honors Distinguished
Fayetteville	7	3.0	3.5	4.0	2		5	8
Bentonville	8	3.5	3.75	NA	2	8	12	NA
Rogers (2)	8	3.3	3.75	4.0	2	1	3	4
Springdale (2)	8	3.5	3.5	3.5	2	2	4	6
Southside	7	3.0	NA	NA	NA	8	NA	NA
RECOMMENDED	8	3.5	3.75	4.0	2*	8	10*	12*

\*Three years of a foreign language is required to be a High Honors or Distinguished Honors Graduate

\*A fifth year of math is required to be a High Honors or Distinguished Honors Graduate



July 28, 2011

## Naming Right Policy

TO: Board of Education

FROM: Rudy Moore, Jr.

I will present the new Policy 6.16 (Naming Rights). The Board will be asked to approve this policy at the August board meeting

## 6.16 – Naming Rights

### I. Purpose

The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to school District facilities, including buildings and grounds. This policy does not include scholarships or research grants.

### II. General Statement of Policy

Fayetteville Public Schools recognizes two circumstances in which the District may grant naming rights: Naming rights in consideration and naming rights in recognition. In each circumstance, the District enters into a written agreement about the nature of the naming right. The provisions of this policy govern any agreement.

### III. Definitions

- A. "Facilities" are District-owned buildings and properties, including outdoor fields, streets and areas.
- B. "Naming rights in consideration" is recognition for financial contributions, sponsorship or other commercial transactions.
- C. "Naming rights in recognition" is recognition of a significant contribution to the District that the District wishes to honor.

### IV. Naming Rights in Consideration

The District may grant naming rights in consideration to recognize contributions made to the District. The contribution may be a financial contribution, sponsorship or the provision of equipment, materials, land or services. These contributions are at the discretion of the District.

### V. Naming Rights in Recognition

- A. The District may grant naming rights in recognition to recognize contributions to the District that were not contributed to the District for the purpose of receiving naming rights. Naming rights for these considerations are at the discretion of the District.
- B. One of the following criteria must be met for granting naming rights in recognition:
  - 1. Recognition of outstanding service to the District while serving in an academic or administrative capacity or outstanding service to the Fayetteville community; or
  - 2. Recognition of the achievements of distinguished alumni; or
  - 3. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.) such being



voluntary and not rendered in consideration of granting of naming rights.

## VI. Granting Naming Rights

- A. In granting naming rights, either "in consideration" or "in recognition", due regard should be taken of the need to maintain an appropriate balance between commercial considerations and the role which names of buildings and spaces contribute to the District's sense of identity as well as their role in assisting staff, students and visitors to orient themselves within a campus.
- B. The granting of naming rights must always be consistent with the District's mission and vision. The long-term effects of the naming rights must be considered. The department/school affected by the naming right to be granted must be consulted before any decision is made.
- C. Each granting of naming rights is bound by a written agreement defined by this policy and all other applicable board policies.

### 1. Items for Which Naming Rights May Be Awarded:

- Auditoriums/Theaters
- Gymnasiums
- Libraries
- Gardens/Walks
- Athletic Fields/Facilities
- Concessions/Locker Rooms

### 2. Informed Consent

The District shall not grant a naming right without the informed consent of the named party.

### 3. Monetary Valuation of Naming Rights

Monetary valuations may be assigned to proposed naming rights on a case-by-case basis to aid with making decisions about granting naming rights.

### 4. Guidelines

The Superintendent will decide the monetary valuation of each naming right after receiving a recommendation from a committee of administrators designated by the Superintendent who may take advice from such persons or other professionals as needed. Each case should take into account market comparisons for naming rights for which professional advice may be sought.

### 5. Duration of Naming Rights



The duration of naming rights is decided or negotiated on a case-by-case basis.

6. Physical Display of Naming Rights

- a. Whether there is a physical display of the naming rights is decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the naming rights will take into account the identification of the District and opportunities offered by that building for the District.
- b. When "naming rights in recognition" is awarded, plaques may, with the approval of the superintendent, be installed in buildings.

7. Transferability

"Naming rights in consideration" may be transferred by mutual agreement between all parties. "Naming rights in recognition" may not be transferred.

8. Renewability

Naming rights may be renewed by mutual agreement between all parties.

9. Limit of Naming Rights

a. On the Part of the District

The District's right to use the name and other brand elements of the named party is permitted by express agreement with the named party.

b. On the Part of the Named Party

The named party, after whom a building or part of a building is named, has no decision-making rights as to the purpose of the building or part the building unless specifically provided for in the written agreement between the parties. The District will not agree to any condition in an agreement that could unnecessarily limit progress toward the District's mission and purpose, statutory obligations, or the local authority of the Board of Education. In turn, the named party has no liability in respect to that building or part of a building unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights agreement.

10. Termination of Naming Rights

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

a. Termination by the District

The District reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it necessary to do so to avoid the District being brought into disrepute.

b. Termination by the Named Party

The named party may, without refund of consideration, at its sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date, in the event that the District directly brings the named party into disrepute.

Cross Reference: Policy 6.17 (Naming Facilities)  
Policy 6.3 (Public Gifts and Donations to the Schools)

Adopted: \_\_\_\_\_



July 28, 2011

## Happy Hollow Status Report

TO: Board of Education

FROM: Vicki Thomas

Information will be presented regarding the final construction phase of the new Happy Hollow Elementary School. Kent Doughty, project manager from Nabholz Construction, will present the information.



July 28, 2011

## Fayetteville High School Status Report

TO: Board of Education

FROM: Vicki Thomas

Information regarding the renovation and construction at Fayetteville High School will be presented. Jared Brown, project manager from Nabholz Construction, will present the information.

